

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 22, 1997

INVITATION FOR BIDS

NO. IFB-97-233-0

SEALED BIDS

FOR

FURNISHING AND DELIVERING

PREPRINTED CERTIFIED MAILERS FOR
DEPT. OF THE ATTORNEY GENERAL
CHILD SUPPORT ENFORCEMENT AGENCY

will be received up to and opened at **2:00 p.m.**

on

June 6, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416,
Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms. Caroldynne Yamashita
at telephone (808) 586-0566 or facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-97-233-O

Name of Company

PREPRINTED CERTIFIED MAILERS
FOR
DEPARTMENT OF THE ATTORNEY GENERAL
THE CHILD SUPPORT ENFORCEMENT AGENCY
IFB-97-233-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to furnish the following mailers to the Department of the Attorney General, Child Support Enforcement Agency (CSEA).

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u> <u>Per M</u>	<u>Total</u> <u>Bid Price</u>
Preprinted Certified Mailers to be furnished in strict accordance with the specifications herein.	25,000	\$_____	\$_____

Mailers shall be preprinted with return addresses. See specifications for complete addresses. Quantities for the various CSEA addresses are as follows:

- a. Lockbox 10,000 ea.
- b. Team A 3,000 ea.
- c. Team C 3,000 ea.
- d. Maui Office 3,000 ea.
- e. Kauai Office 3,000 ea.
- f. Hilo Office 3,000 ea.

Brand and weight of stock:

Part 1. _____

Part 2. _____

Part 3. _____

NOTE: Bidder offering stock other than those specified shall submit stock sample to the State for approval prior to bid opening. See SPECIAL PROVISIONS, "Stock Specified".

All work shall be performed at the following location: _____

NOTE: Bidder's attention is invited to Section 3.1.c of the General Terms and Conditions regarding the preference to Hawaii Printers.

Offeror_____

SPECIFICATIONS
PREPRINTED CERTIFIED MAILER

1. All Certified Mail Forms furnished under this contract shall meet or exceed all requirements of this solicitation. A sample of a printed Certified Mailer is attached.
2. Specifications: 3 part Label Version #48157
 - a. Paper: Part 1 16.0 Carbonless, White
Part 2 20.0 Carbonless, White
Part 3 110.0 Index Green
Alternate paper stock will be considered, however, paper shall meet or exceed the requirements of the specifications herein.
 - b. Carbon: Tissue with three (3) K-4 carbon spots between 20.0 CF sheet and 110 Index
 - c. Numbering: Certified Mail Article Number preprinted in OCR font on all parts
 - d. Punching: Marginal punching at left and right for continuous printing
 - e. Construction: Piggy back label on face of part one
Part 2 - short at right 1 1/4"
Part 2 - 1 1/4" transfer tape on back
Part 3 - Two 3/4" transfer tapes on back
Part 3 - Custom imprint of customer's Name, Address and postal Bar Code on back.
All three parts pasted in left margin
 - f. Perforations: Custom perforations on parts 1, 2, and 3
(See Attached Sample)
 - g. Ink: Black on face of part one and face and back of part 3.
Green ink on face and back on part 2
3. The certified mailers furnished under this contract shall be completely compatible with the machines currently in operation with the US Postal Service and the Department of the Attorney General, Child Support Enforcement Agency (CSEA). In the event of any work stoppage due to incompatibility between the mailers and machines, the State shall have the right to require complete remanufacture of said mailers at the expense of the Contractor or to buy replacement forms from another supplier at emergency or premium cost, if necessary, and assess the total cost to the Contractor.
4. The Procurement Officer shall have the sole right to determine the facts of and reasons for any and all work stoppages and to take the emergency action provided for in the preceding paragraph if the CSEA determines the case of the stoppage to be incompatibility between the mailers and the machines in the US Postal Service and CSEA offices.
5. The term "compatible" and any other grammatical variations as used herein shall mean that the mailers shall be capable of being processed by standard electric typewriters, bar code readers, and electronic mail sorters utilized by the US Postal Service and the CSEA without creating any malfunctions, or that the mailers will not require additional processing not normally required.

6. All consecutive forms with the same pre-printed Department return address will be physically consecutive without any intervening forms within a box.
7. Printing impressions must be legible, without excess ink and made within pressure limits so as not to indent the checks sufficiently to seriously push any part of the surface on either side of the check out of its plane.
8. Perforation strip must be manufactured to allow wedging in lieu of slitting during the bursting.
9. All perforations shall not leave any excess material or bumps after bursting or separation.
10. In the event that additional processing of the mailers must be performed by the State in order to use the mailers, the entire cost of the additional processing not normally required will be assessed to the Contractor.
11. The mailers must be packaged in boxes not to exceed 20 pounds per box.
12. Each box must contain mailers with return address for only one CSEA office.
13. Each box must be strong enough to protect the mailers from being bent or creased as a result of normal box handling, and each box must be fully and firmly packed so as to avoid warping or curling of the mailers.
14. Failure by the Contractor to meet these specifications shall result in the Contractor remanufacturing replacement mailers to be delivered to the CSEA within fourteen (14) calendar days after oral or written notification of non-compliance from the State.
15. Return Addresses delivery quantities:

<u>RETURN ADDRESS:</u>	<u>QUANTITY</u>
a. DEPARTMENT OF THE ATTORNEY GENERAL CHILD SUPPORT ENFORCEMENT AGENCY-LOCKBOX PO BOX 1860 HONOLULU, HI 96805-1860	10,000
b. DEPARTMENT OF THE ATTORNEY GENERAL CHILD SUPPORT ENFORCEMENT AGENCY - TEAM A PO BOX 2310 HONOLULU, HI 96804-2310	3,000
c. DEPARTMENT OF THE ATTORNEY GENERAL CHILD SUPPORT ENFORCEMENT AGENCY - TEAM C PO BOX 2620 HONOLULU, HI 96803-2620	3,000
d. DEPARTMENT OF THE ATTORNEY GENERAL CHILD SUPPORT ENFORCEMENT AGENCY - MAUI OFFICE PO BOX 1435 WAILUKU, HI 96793-1435	3,000

<u>RETURN ADDRESS:</u>	<u>QUANTITY</u>
e. DEPARTMENT OF THE ATTORNEY GENERAL CHILD SUPPORT ENFORCEMENT AGENCY - KAUAI OFFICE 4180 RICE STREET, SUITE 104 LIHUE, HI 96766-1441	3,000
f. Department of the Attorney General Child Support Enforcement Agency - Hilo Office 777 KILAUEA AVENUE HILO, HI 96720	3,000
16. Orders for mailers under this contract will be initiated by the designated representative of the Child Support Enforcement Agency in the quantities and with the return address as required.	
17. The Contractor shall deliver the complete order of all mailers ordered within 45 days of receipt of a State of Hawaii Purchase Order, either the original or faxed copy, whichever is received first.	

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of preprinted certified mailers for the Department of the Attorney General, Child Support Enforcement Agency (CSEA) as described and specified herein shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For purposes of this contract, Mr. Alton Kagawa is designated the Officer-in-Charge (OIC). He can be contacted at 808-587-3636.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriated space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid price shall be based on delivery to destination, include all applicable taxes, freight charges, and all other costs incurred. Bid price shall be the all-inclusive cost to the State and no other charges will be honored.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Stock Specified. The type and weight of stock specified is intended to be descriptive and not restrictive. Prior to bid opening, bidder must submit to the State exact sample of the stock he intends to provide, if other than that specified. Samples will be evaluated to determine the quality and compliance with specifications. The Procurement Officer reserves the right to determine acceptability of alternate stock and his decision will be final. Alternate stock must be submitted to the State Procurement Office (attn: Ms. Caroldynne Yamashita) on or before 10:00 a.m., May 28, 1997 for evaluation. If required, an addendum will be issued to incorporate alternate acceptable stock(s). The addendum will be available for pick up no less than two (2) business days prior to bid opening. It shall be the prospective bidder's responsibility to inquire if an addendum has been issued. Bidder may contact Ms. Yamashita or inquire at the reception desk at the State Procurement Office (telephone 586-0673).

Bidders shall indicate in the spaces provided OFFER FORM page OF-3 the exact brand(s) and weight(s) of stock which he is offering. Remarks such as "as specified" are not acceptable. Failure to comply with these requirements shall result in rejection of bid.

SAMPLE

Sample of a Preprinted Certified Mailer is available for inspection in the State Procurement Office. It shall be the bidder's responsibility to examine the sample mailer and further familiarize himself with the conditions and requirements specified. Submission of bid shall be evidence that the bidder understands the scope of the project and will comply with the specifications if awarded the contract.

BIDDER'S SAMPLES

Samples of identical or similar work printed by the bidder shall be submitted at bidder's expense within three (3) days from the date of State's request. Failure to comply shall result in rejection of bid. Further, if bidder's sample(s) does not meet the State's specifications or if they are not of the same professional quality, it shall result in rejection of bid. Any submittal shall become the property of the State and will not be returned to the bidder.

SUBCONTRACT

Bidder shall include in his offer the name, address, and scope of work of each person or firm to be engaged by the bidder as subcontractor. The State shall deal only with the Contractor and will hold the Contractor liable for all the acts of subcontractor. If the entire job is to be done by bidder, bidder shall so indicate. Failure to comply with this request may result in rejection of bid.

METHOD OF AWARD

Award, if any, shall be made to the responsive and responsible bidder submitting the lowest Total Bid Price for the 25,000 preprinted certified mailers.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall issue a formal contract to the successful offeror for execution. The contract shall be executed by the successful offeror and returned within ten (10) days after receipt by the offeror. Performance and payment bonds are not required for the resultant contract.

QUANTITY

Quantity listed herein represent an exact amount. Contractor shall deliver the exact amount, no overruns or underruns will be accepted. The State will not pay for any overruns that the Contractor delivers.

DELIVERY

Delivery shall be made to various offices of the Department of the Attorney General, Child Support Enforcement Agency, as instructed in the purchase order(s) to be issued by the OIC. Delivery shall be completed within forty-five (45) days after receipt of purchase order.

Contractor shall ensure that all boxes conform to the packaging requirements in the specifications.

INVOICES

Original and three copies of the invoices for each shipment shall be sent to the delivery addresses in the purchase order(s).

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Payment shall be made to the Contractor at the contracted price after delivery has been made to the satisfaction of the State.

PAYMENT (continued)

Section 103-10, Hawaii Revised Statutes provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

CONTRACTS PAYABLE FROM FEDERAL FUNDS

It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation under this contract to be payable out of federal funds, this contract shall be construed to be an agreement to pay such portion to the contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

LIQUIDATED DAMAGES

Refer to Section 5.8 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> | |
|---|------------|-----------|---|
| | (check | only | |
| | one) | | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ | |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ | |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ | |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ | * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

